No. 22601

IN THE UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

UNITED STATES OF AMERICA,

Appellant

v.

COLONEL FRANK CHILDS AND
ELIZABETH CHILDS, HUSBAND AND WIFE, ET AL.,

Appellees

APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

BRIEF FOR THE UNITED STATES, APPELLANT

CLYDE O. MARTZ,
Assistant Attorney General.

EDWARD E. DAVIS,
United States Attorney,
Tucson, Arizona, 85702.

JO ANN D. DIAMOS,
Assistant United States Attorney,
Tucson, Arizona, 85702.

EDMUND B. CLARK,
FRANK B. FRIEDMAN,
Attorneys, Department of Justice,
Washington, D. C., 20530.

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OPINION BELOW

The district court did not write an opinion. Its findings of fact and conclusions of law are found at pages 405-417 of the record.

JURISDICTION

Jurisdiction was invoked by the United States in the district court under 28 U.S.C. sec. 1345 (R. 258). Judgment was entered on September 25, 1967 (R. 418). Notice of appeal was filed on November 15, 1967 (R. 419). The jurisdiction of this Court rests on 28 U.S.C. sec. 1291.

QUESTIONS PRESENTED

1. Whether a deed to the United States in trust for an Indian tribe may be declared invalid for failure of consideration.

2. Whether fulfilling the purposes of a trust is sufficient consideration for a deed to the United States as trustee for an Indian tribe.

3. Whether an executed contract may be modified or set aside on the basis of the unexpressed alleged intent of one of the parties.

4. Whether a trust may be revoked where no power to revoke has been reserved in the trust instrument.

5. Whether a trust is revoked by a standard residual clause in the settlor's will.

STATEMENT

On January 24, 1964, the United States brought this action at the request of the Papago Indian Tribe to quiet title to 640 acres of land in Pima County, Arizona, which had been conveyed in 1947 to the United States in trust for the Papago Tribe by Thomas Childs, Jr. (a white man), and his wife, Mrs. Childs (an Indian), reserving life estates in the grantors. 1/

1/ Mr. Childs also had preference rights (now revocable permits) to 300,000 acres of Taylor Grazing Act land, based on ownership of the 640 acres.

The children have maintained that they inherited fee title to the property under a subsequent will.

Childs was married to a Papago Indian and had 12 children. The evidence shows, and the court found, that Childs was "an intelligent self-educated individual" (R. 412). He had built a ranching empire and was a recognized expert on mining, serving as a consultant on mining to various individuals, including members of the faculty of the University of Arizona. He was well-read and had even developed considerable knowledge about medicine (R. 428, Deposition of Jack R. Terry, pp. 51-52; Tr. 119-120). Besides managing the ranch, he had been involved in numerous enterprises, such as "pioneering the fishing and hauling of fish from the Gulf, Rocky Point, and also he has explored, operated numerous mines in Yuma County. In Maricopa County, and in Pima County, too" (R. 428, Terry Dep., p. 51). He had sold his interest in one mine for $150,000 (R. 428, Terry Dep., pp. 52-53). He had also operated a grocery store and had engaged in large scale buying and selling of cattle (R. 428, Terry Dep., p. 51).

At the trial, there was testimony to the effect that in 1947, four years before his death, Childs felt that it was time to settle the disposition of his property. He was concerned that at his death his children would not be able to manage his

ranch (Tr. 37, 122, 236, 381). His sons had had severe problems with alcohol since 1941 (R. 428, Terry Dep., p. 13) and had not been given much responsibility in managing the ranch (R. 426, Deposition of Gordon Alley, p. 14; Tr. 273). He "was afraid that they would throw it away, drink it up, and that they had no business ability about them, and he was very much concerned which one he would put in charge. * * * he had no faith in their judgment and their drinking problem was getting bad, at that time" (R. 428, Terry Dep., pp. 16-17). He was "very much concerned with the boys doing away with the property, and being paupers * * *" (R. 428, Terry Dep., p. 18). He expressed his concern to numerous individuals, including representatives of the Bureau of Indian Affairs (Tr. 37, 236, 381).

Childs consulted a lawyer about making arrangements to secure the property against mismanagement and insure that his children and his descendants would get the benefits forever. He was informed that this arrangement was impossible (R. 411).

Since he was unable to establish what amounted to a trust in perpetuity, Childs sought an alternative disposition of his property that would protect his descendants and looked for help in accomplishing this goal from representatives of the Bureau of Indian Affairs. Childs informed them that he would like for them to (Tr. 36-37):

> help him make out a Will or whatever was necessary in order to turn his property over to the Papago Tribe and that in order to do this he wanted to attain one very important thing, and that was that his children would have full rights to those lands for as long as they lived * * *. But in the meantime would pay the taxes and see that the lands would not be lost and that his children would always have then through their lives a place to live and do whatever they wished on * * *.

See also Tr. 60.

When asked what he wanted in regard to his grandchildren, he stated (Tr. 37, 383):

> as far as he was concerned, * * * they would become then members of the Papago Tribe. * * * And they would have all rights to that land and other lands of the Papago like any other Papago individual. But that his one great concern was that his children would have that land for a first right on it for as long as each and every one of them lived. * * *
>
> * * * * *
>
> [H]e wanted not only to preserve it for the children; if his children did not use it, at least for Papagos because of his love for Papagos. * * *

See also Tr. 60.

The local officials consulted with a Mr. Sanford, then Regional Solicitor of the Bureau of Indian Affairs in Phoenix, Arizona, who, in accordance with Mr. Childs' request, prepared an offer to sell his property to the United States in trust for the Papago Tribe pursuant to 25 U.S.C. sec. 465, reserving a life estate in the Childs, and providing, insofar as is relevant here (Tr. 396, Def. Ex. C):

> 4. The acceptance of this offer is contingent upon the enrollment of the grantors' children as members of the Papago Tribe.
>
> 5. As part of the consideration of this conveyance it is understood and agreed that the children of the grantors shall be granted a preferential right of assignment of the use of the buildings and existing improvements located on the lands described herein.
>
> 6. Descendants of prior deceased children of the grantors shall be enrolled as members of the Papago Tribe provided that they are one half or more degree of Papago blood.

As the court found (R. 410, Fdg. VI):

> The children of Thomas Childs, Jr., defendants in this action, have continued to use, possess, receive the income from, and reside on the subject property and the Childs' Federal Grazing Allotment since February 2, 1951, the date of the death of Thomas Childs, Jr. until the present time.

Sanford explained these provisions to Mr. and Mrs. Childs and on the same day the Childs signed the offer (Tr. 386). The offer was accepted by a resolution of the Papago Tribe (Def. Ex. B, Tr. 335) and, shortly thereafter in 1947, the Childs executed a warranty deed to "the said United States of America in trust for the Papago Tribe, Arizona and its assigns forever" (Def. Ex. A, Tr. 31).

Witnesses for appellees testified that shortly after his death in 1951, conditions in Childs' family seemed to have changed. Childs' son, Colonel Frank Childs, temporarily stopped

drinking (R. 427, Deposition of Alton Netherlin, p. 20; Tr. 172, 240), and Mr. Childs felt at that time that Frank was capable of managing the ranch and the Childs' other property. Mr. Childs knew that he had signed an offer and a deed conveying the land to the United States in trust for the Papago Tribe (Tr. 140, 143; see also Tr. 236, 327). A lawyer whom Childs consulted in July 1950 testified that at that time Childs stated he had conveyed the property but thought he could "get the deed back" (Tr. 138-142). In 1951, Childs executed a will, the last clause of which provided (Def. Ex. V, Tr. 211):

> I direct that the six (6) lots which I own in Gibson, Arizona (Homer Brown Addition) be sold upon my death and proceeds therefrom <u>together with all of my property of every kind and character whether real, personal or mixed, and wheresoever the same may be situated, I hereby give, bequeath and devise an undivided One Twelfth (1/12) interest to each of my following-named twelve children</u>: * * * (Emphasis supplied.)

The court found (R. 413):

> Under the circumstances as disclosed by the evidence the offer to sell and warranty deed must be found to be ambiguous. Apart from the language appearing in said documents there is no evidence that Martha and Thomas Childs intended to convey irrevocably the land to the United States in trust and reserve only a beneficial interest for their own children. What Thomas Childs wanted to do was protect his children from their own folly. He hoped to keep his ranch intact and operating; to avoid breaking it up and yet insure that

his heirs and descendants would enjoy the full benefits of the property. The evidence sustains a finding that Thomas Childs, Jr. sought to establish a trust (without accurate knowledge of what a trust was) but did not intend by the arrangement made to divest himself of or to part irrevocably with the ranches, and further that he never believed that he had.

Although the documents -- the offer to sell and warranty deed -- appear to constitute a conveyance to the United States in trust for the Papago Tribe, reserving only a life estate, the evidence indicates that Martha and Thomas Childs, Jr. intended to create no more than a revocable trust for the benefit of their children and grandchildren.

The court concluded (R. 415-416):

III.

There was no meeting of the minds between Thomas Childs, Jr. and Martha Lopez Childs and plaintiff in the execution of the offer to sell lands dated February 10, 1947, and the acceptance by William H. Zeh, Area Director for Arizona for the Bureau of Indian Affairs of plaintiff, and the acceptance by the Papago Tribal Council by Resolution 314.

IV.

The execution of the warranty deed by Thomas Childs, Jr. and Martha Lopez Childs, purporting to convey the subject property to the United States of America in trust for the Papago Tribe, created no more than a revocable trust.

V.

Any trust that may have been established by the offer to sell and execution of the warranty deed by the Childs was revoked by the execution of the last will and testament of Thomas Childs, Jr. (Defendants' Exhibit V) executed January 20, 1951.

VI.

> If the warranty deed would be otherwise valid so as to convey title to the United States as trustee for the Papago Tribe, it is invalid for lack of consideration.

VII.

> If the warranty deed would be otherwise valid so as to convey title it is invalid because of the failure of the Papago Tribe to timely perform condition 4 of paragraph 9 of the offer to sell lands.

VIII.

> The plaintiff, United States of America, has no right, title, or interest as trustee for the Papago Tribe, or otherwise, in [the property].

Accordingly, the court dismissed the action (R. 418). This appeal followed.

SPECIFICATION OF ERRORS

The district court erred in concluding that:

1. The United States was required to provide independent legal advice to Martha and Thomas Childs.

2. If the deed was otherwise valid as to convey title, it was invalid because of lack of consideration.

3. The deed to the United States as trustee for the Papago Tribe failed for want of consideration.

4. If the warranty deed would be otherwise valid so as to convey title, it is invalid because of the failure of the Papago Tribe to timely perform condition 4 of paragraph 9 of the offer to sell lands.

5. The acts of the Papago Tribe and the United States did not, as a matter of law, constitute fulfillment of condition 4 of paragraph 9 of the offer to sell lands.

6. A quasi-fiduciary relationship existed between Thomas Childs, Jr., and the government representatives with whom he dealt at the time of the execution of the offer to sell and the deed.

7. The United States had a fiduciary relationship with a non-Indian, Thomas Childs, Jr.

8. There was no meeting of the minds between the United States and Martha and Thomas Childs in the execution of the offer to sell and its acceptance.

9. The offer to sell and the warranty deed are ambiguous as to their meaning and intent.

10. It was necessary to examine the intent of the parties, even though the offer to sell and the warranty deed are clear and unambiguous on the faces of these documents.

11. The execution of the warranty deed by Mr. and Mrs. Childs created no more than a revocable trust.

12. Any trust that may have been established by the offer to sell and the warranty deed was revoked by the execution of the last will and testament of Thomas Childs, Jr., on January 20, 1951.

13. The United States of America has no right, title or interest as trustee for the Papago Tribe, or otherwise, in the lands in controversy in this proceeding.

14. The United States is not entitled to title to the lands in controversy in trust for the Papago Tribe.

15. The court also erred in failing to consider that any fiduciary duty owed by the United States to Indians on one side of this controversy, Mrs. Childs and her children, is also owed to Indians on the other side of this controversy, the Papago Tribe.

ARGUMENT

I

THE DEED CONVEYING TITLE TO THE UNITED STATES IN FEE AS TRUSTEE FOR THE PAPAGO TRIBE IS VALID

No one questions the authority of the United States to accept title in trust for the Indians. The two grounds relied on by the district court for invalidating the deed have no support in the deed itself or in the circumstances surrounding its execution.

A. There was consideration for the deed to the United States in trust for the Papago Tribe. - It is a well-established principle of law that "when the owner of property transfers it in trust, it is, of course, a valid trust although he received

no consideration for creating it." 1 Scott, Trusts (1939 ed.) sec. 29, p. 178; Diamond v. Berman, 60 N.Y.S.2d 339 (S.Ct. 1945); 2 Restatement, Trusts (1957), secs. 28, 29. This is because acceptance of the burdens of the trust is sufficient consideration. It is not denied that these burdens have been accepted by the United States. Hutchison v. Ross, 262 N.Y. 381, 397 (C.A. N.Y. 1943). In the present case, even if we regard certain conditions specified in the contract as consideration, these conditions have been met and the requirement satisfied. Indeed, with the exception of condition 4, the court does not question that the conditions have been met. Thus, the Childs were given a life estate, the children are still in possession of the property and using the improvements, and their preference rights are protected (Statement, supra, pp.1, 6).

The only other possible basis for the court's conclusion that there was a failure of consideration would be its determination that condition 4 of the offer to sell was not timely fulfilled. Condition 4 stated (Statement, supra, p. 6):

> The acceptance of this offer is contingent upon the enrollment of the grantors' children as members of the Papago Tribe.

This condition was fulfilled on December 5, 1958 (R. 416), five years prior to the institution of this suit. It is now too late, having accepted the benefit of the fulfilled condition, to vitiate the transaction on the grounds that it was not timely done. In addition, the testimony is

undisputed that the Childs' children were entitled to receive all the benefits of members of the Papago Tribe, prior to formal enrollment, and there is no testimony that they were denied these rights. They had been included in the tribal census since 1940 (R. 409, 414). Three of the children had "attended the Indian school in Phoenix, Arizona" (R. 408). They had also requested employment assistance from the Bureau of Indian Affairs (Tr. 303, 306). It is not disputed that they had always been considered Papagos.

Formal enrollment with the Papagos is rare (Tr. 333). If a Papago was born off the reservation, formal adoption was not necessary and that individual was permitted to vote in tribal elections and obtain all the rights of a Papago (Tr. 333-334). This was also true of half-bloods who, "if they were residents, the district and the community recognized them as Papago, they were Papago" (Tr. 334; see also Tr. 319-320).

Childs was also concerned that his grandchildren have the benefit of Papago tribal membership after the death of his children (Tr. 37, 60). None of Childs' children died between 1947 and the formal enrollment in 1958. Thus, the delay in the formal enrollment could not possibly have affected any rights either in the children or the grandchildren.

B. Such reliance as the district court placed on a supposed quasi-fiduciary relationship between the Childs and the Government is not justified. - Perhaps because Indians are involved generally in this litigation, the court lost sight of the fact that Mr. Childs is not an Indian.[2/] Consequently, no such relationship existed as to him. However, Mrs. Childs, who also signed the contract and deed,[3/] is an Indian and the intended beneficiaries, the children are Indians. On the other side of the controversy is the Papago Tribe. Consequently, any special relationship of the United States which exists appears on both sides of the controversy and cannot be relied on to defeat the transaction in favor of one of the parties.

The court concluded that the Government should have insisted that the Childs obtain independent legal counsel (R. 413; Tr. 464). Certainly, without any knowledge that Mr. Childs did not understand the transaction (and we show later that he did), the Government was not bound either legally or morally to tell Mr. Childs, a non-Indian, to consult a lawyer prior to signing these documents. Childs was a successful

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2/ And the land involved was not "Indian" land, i.e., held in trust or supervised by the United States.

3/ Mrs. Childs held her interest in the property because of Arizona laws of community property. Her participation in the negotiations concerning the property was nominal.

rancher and businessman, although not a lawyer (Statement, supra, p. 3). If he felt it was necessary to consult a lawyer, he would have done so, as he had on previous occasions when he found he could not create a trust in perpetuity, and subsequently to write a will (R. 427; Netherlin Dep., p. 12). To place any reliance on the absence of counsel would be to suggest that every time government officials deal with any individual, where there is a friendly relationship with that individual, any transaction is subject to attack if the Government does not tell him to consult a lawyer.

Reliance on the so-called quasi-fiduciary relationship also led the court to find (Tr. 464):

> * * * the Government exercised undue influence sufficient to cancel the trust. The Court is not suggesting that there was any fraud or intentional misrepresentation on the part of the Government; what the Court finds is that under all the circumstances in this case, the Government owed a greater fiduciary duty to Martha and Tom Childs than that which was rendered.

We know of no authority to support a finding of undue influence under these circumstances. The entire transaction was initiated by Mr. Childs, not the Government.

C. The court's conclusion that there was no meeting of the minds with respect to the contract to sell is erroneous. - Viewing the contract as a contract, rather than part of a trust

agreement (as the court apparently did), its holding that there was no "meeting of the minds" (R. 415) completely ignored a well-established principle of contract law. When the contract is unambiguous on its face, as even the court concedes,[4/] it is not permissible to go outside the instrument to achieve a different result. St. Paul Mercury Insurance Company v. Price, 359 F.2d 74 (C.A. 5, 1966); Travelers Insurance Co. v. Castro, 341 F.2d 882 (C.A. 1, 1965). See also Jordan v. Hall-Miller Drilling Co., 203 F.2d 443 (C.A. 10, 1953); Mutual Benefit K. & A. Assn. v. Ferrell, 42 Ariz. 477 (1933). The district court has ignored the plain words of the contract and considered the supposed unexpressed subjective intent of one of the parties, Mr. Childs. The subjective theory of contract law has long been rejected by the courts. The objective theory followed by all courts was well stated over 50 years ago by Judge Learned Hand in Hotchkiss v. National City Bank of New York, 200 Fed. 287, 293 (C.A. 2, 1911):

> * * * A contract has, strictly speaking, nothing to do with the personal, or individual, intent of the parties. A contract is an obligation attached by the mere force of law to

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4/ Although the court concludes (R. 413) that the offer to sell and the deed are ambiguous, this language is based on the intent of Childs, since the court specifically refers to Childs' intent in finding that these documents are ambiguous (R. 413). The court then states (R. 413) that "the offer to sell and the warranty deed appear to constitute a conveyance to the United States in trust for the Papago Tribe, reserving only a life estate * * *."

> certain acts of the parties, usually words, which ordinarily accompany and represent a known intent. If, however, it were proved by twenty bishops that either party, when he used the words, intended something else than the usual meaning which the law imposes upon them, he would still be held, unless there were some mutual mistake, or something else of the sort.

Clearly, in the present case, there is no evidence that the Government had any reason to know that Mr. Childs did not understand that he was signing an offer and a deed which were unambiguous on their faces. The court specifically found that there was no fraud (Tr. 464) or misrepresentation (Tr. 464) and that the government representatives acted in good faith (R. 4 Childs told these representatives what he desired and documents were prepared incorporating his request (Tr. 37, 60, 383-386). He was a highly intelligent man.

Under these circumstances, the Government had every reason to believe that Childs intended to convey exactly what the documents described. Thus, the mistake, if any, was unilateral and not mutual. It is well-established that unilateral mistake is not grounds for rescission or reformation. Heath v. A. B. Dick Company, 253 F.2d 30, 35 (C.A. 7, 1958).

II

THE CONTRACT AND DEED TO THE UNITED STATES UNAMBIGUOUSLY CREATED AN IRREVOCABLE TRUST FOR THE BENEFIT OF THE PAPAGO TRIBE AND THE APPELLEES

As is apparent from the face of the deed, no power of revocation was provided. The law is well-established that a trust may not be revoked unless the power to revoke is specifically reserved in the trust instrument. As the Court of Appeals for the District of Columbia Circuit held in Teachers Ann. & A. Ass'n v. Riggs Nat. Bank of Wash., D. C., 278 F.2d 452, 457 (1960):

> It is generally held, and in some jurisdictions is provided by statute, that neither a private nor a charitable trust may be modified or revoked unless the power to do so is reserved at the time the trust is created, regardless of whether the trust instrument contains language indicating irrevocability. 3 Scott, Trusts § 311 (1956); 4 Scott, Trusts § 367 (1956). In other words, there is a legal presumption that a trust is irrevocable, unless there is express provision to the contrary.
>
> * * * * *
>
> Even when the presumption is the only basis for irrevocability, it will prevail unless there is language in the trust instrument which can be said to reserve the power of revocation. And where the presumption of irrevocability is strengthened by express words of perpetuity or other indicia that the trust was intended to be perpetual, it will be held to be irrevocable, unless there is also a clear and definite statement to the contrary. In the event there are such plainly inconsistent provisions, the court must resolve the difficulty by determining from the four corners of the trust instrument what the actual intention of the settlor was.

The foregoing is a statement of the prevailing law, and the law of Arizona is not different. See Schuster v. Schuster, 75 Ariz 70, 251 P.2d 631 (1952).

In the instant case, like the District of Columbia case, not only is there no specific provision for revocation, but use of the fee simple deed in perpetuity as a trust instrument is totally inconsistent with any intention to reserve a power to revoke.

III

IN ANY EVENT, NO ATTEMPT TO REVOKE WAS EVER MADE

Mr. Childs never made any attempt to revoke the trust The court concluded that Mr. Childs' will revoked the trust (Statement, supra, p. 8). Clearly, it did not specifically do so. The only clause which could conceivably be so construed was the last clause, which provided (Def. Ex. V, Tr. 211):

> I direct that the six (6) lots which I own in Gibson, Arizona (Homer Brown Addition) be sold upon my death and proceeds therefrom together with all of my property of every kind and character whether real, personal or mixed, and wheresoever the same may be situated, I hereby give, bequeath and devise an undivided One Twelfth (1/12) interest to each of my following-named twelve children: * * *
> (Emphasis supplied.)

The last half of this clause is the standard clause disposing of the residue of an individual's property. The law is quite clear that, even assuming that the settlor of the trust has reserved the power to revoke a trust, the power is not exercised by a general residuary clause disposing of all the residue of the property of the settlor. Chase National Bank v. Tomagno, 172 Misc. 63, 14 N.Y.S.2d 759 (S.Ct. 1939); Old Colony Trust Co. v. Gardner, 264 Mass. 68, 161 N.E. 801 (1928); 2 Restatement, Trusts (1957), sec. 330, com. J. In the present case, there is not even an oral expression of intent to revoke, since the attorney who drew the will did not remember whether Childs used the word "ranch" or "property" when he spoke of dividing his property among his children (R. 427; Netherlin Dep., p. 26). It indeed seems strange that no mention would be made of leaving his ranch in the will, since it is undisputed that he considered it his most important property.[5/]

5/ The disposition of the property by the Probate Court of Pima County, Arizona, to Childs' children (Decree No. 1475) does not have any validity, since the court did not consider the deed in the name of the United States and the United States was not a party to that action (R. 410).

CONCLUSION

For the foregoing reasons, the judgment of the district court should be reversed.

Respectfully submitted,

CLYDE O. MARTZ,
Assistant Attorney General.

EDWARD E. DAVIS,
United States Attorney,
Tucson, Arizona, 85702.

JO ANN D. DIAMOS,
Assistant United States Attorney,
Tucson, Arizona, 85702.

EDMUND B. CLARK,
FRANK B. FRIEDMAN,
Attorneys, Department of Justice,
Washington, D. C., 20530.

MAY 1968

CERTIFICATE OF EXAMINATION OF RULES

I certify that in connection with the preparation of this brief, I have examined Rules 18, 19 and 39 of the United States Court of Appeals for the Ninth Circuit, and that, in my opinion, the foregoing brief is in full compliance with those rules.

FRANK B. FRIEDMAN
Attorney, Department of Justice
Washington, D.C., 20530.

APPENDIX

TABLE OF EXHIBITS

PLAINTIFF'S EXHIBITS	FOR IDENTIFICATION	IN EVIDENCE
1	Tr. 31	Tr. 31
2	Tr. 31	Tr. 31
3	Tr. 31	Tr. 31
4	Tr. 31	Tr. 31
5	Tr. 31	Tr. 31
6	Tr. 31	Tr. 31
7	Tr. 31	Tr. 31
8	Tr. 31	Tr. 31
9	Tr. 31	Tr. 31
10	Tr. 77	Tr. 79
11	Tr. 147	Tr. 150
12	Tr. 149	Tr. 325
13	Tr. 275	
14	Tr. 298	Tr. 303
15	Tr. 298	Tr. 303
16	Tr. 300	
17	Tr. 300	
18	Tr. 300	
19	Tr. 300	
20	Tr. 300	
21	Tr. 300	
22	Tr. 300	
23	Tr. 300	
24	Tr. 321	Tr. 321

DEFENDANTS' EXHIBITS	FOR IDENTIFICATION	IN EVIDENCE
A	Tr. 31	Tr. 31
B	Tr. 31	Tr. 31
C	Tr. 31	Tr. 31
D	Tr. 100	Tr. 104
E	Tr. 101	Tr. 104
F	Tr. 102	Tr. 104
G	Tr. 102	Tr. 104
H	Tr. 103	Tr. 104
I	Tr. 108	Tr. 260
J	Tr. 108	Tr. 260
K	Tr. 108	Tr. 260
L	Tr. 108	Tr. 260
M	Tr. 108	Tr. 260
N	Tr. 108	Tr. 260
O	Tr. 108	Tr. 260
P	Tr. 108	Tr. 260
Q	Tr. 109	Tr. 110
R	Tr. 109	Tr. 110
S	Tr. 111	Tr. 111
T	Tr. 111	Tr. 111
U	Tr. 135	
V	Tr. 210	Tr. 211
W	Tr. 244	
X	Tr. 282	
Y	Tr. 282	Tr. 283
Z	Tr. 283	Tr. 283
AA	Tr. 283	(withdrawn)
BB	Tr. 289	Tr. 336